

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In Re:

PHILIP A. BROWN
NANCY LEE BROWN,

Debtors

ACNB BANK,

Movant

vs.

PHILIP A. BROWN
NANCY LEE BROWN,

Respondents

Chapter 13

Case No. 1:19-bk-05295-HWV

OBJECTION OF ACNB BANK
TO CONFIRMATION OF SECOND AMENDED CHAPTER 13 PLAN

COMES NOW, this 7th day of May, 2020, ACNB Bank, by and through its attorneys, CGA Law Firm P.C., Craig S. Sharnetzka, Esquire, and respectfully represents the following:

PARTIES

1. The Movant is ACNB Bank, (hereinafter "ACNB"), P.O. Box 3129, Gettysburg, Pennsylvania 17325. Movant is represented by CGA Law Firm, Craig S. Sharnetzka, Esquire, 135 North George Street, York, Pennsylvania 17401.

2. The Respondents are the within Debtors, Philip A. Brown and Nancy Lee Brown (hereinafter "Debtors"). Debtors are represented by Imblum Law Offices, P.C., Gary J. Imblum, Esquire, 4615 Derry Street, Harrisburg, Pennsylvania 17101.

3. Charles J. DeHart, III Esquire (hereinafter "Trustee"), has been duly appointed and qualified to act as the Trustee in the within bankruptcy case and maintains an office at 8125 Adams Drive, Suite A, Hummelstown, Pennsylvania 17036.

BACKGROUND

4. Debtors filed the within case as a voluntary Chapter 13 on December 12, 2019.

5. Debtor is obligated to ACNB on a loan having a balance of approximately \$193,481.04, which is secured by way of a mortgage against Debtors' real estate.

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OBJECTION

6. ACNB Bank objects to the Debtors' Second Amended Chapter 13 Plan for the following reasons:

a. Paragraph 9 of Debtors' Second Amended Plan references treatment of the debt owed to ACNB in Paragraph 2.D., however Paragraph 2.D. does not provide for the treatment of ACNB;

b. The amount of Debtors' current monthly payment, which includes principal, interest and escrow, is \$1,466.74;

c. Paragraph 9 of Debtors' Plan states that Debtor will make monthly payments in the amount of \$1,190.00, which comprise only interest and escrow, through June, 2020;

d. Debtors' Second Amended Chapter 13 Plan is effectively changing the terms of the contract payments with ACNB without any authority or agreement to modify; and

e. Paragraph 2.C. of Debtors' Second Amended Plan provides for the payment of one post-petition payment to ACNB through the Plan.

WHEREFORE, ACNB Bank, requests that this Honorable Court deny confirmation of the Debtors' Second Amended Chapter 13 Plan.

Respectfully submitted,

CGA Law Firm P.C.

/s/Craig S. Sharnetzka, Esquire

Craig S. Sharnetzka, Esquire
Supreme Court No. 83863
135 North George Street
York, Pennsylvania 17401
Telephone: (717) 848-4900

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CERTIFICATE OF SERVICE

I certify that I am more than 18 years of age and that on May 7, 2020, a true and correct copy of the attached Objection was served upon the following parties in the following manner:

Name	Mode of Service
Charles J. DeHart, III, Chapter 13 Trustee	Via CM/ECF
Gary J. Imblum, Esquire	Via CM/ECF

I certify under penalty of perjury that the forgoing is true and correct.

Date: May 7, 2020

/s/Craig S. Sharnetzka, Esquire
Craig S. Sharnetzka, Esquire